

**立法會**  
***Legislative Council***

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**Paper for the House Committee meeting  
on 25 June 1999**

**Report of the Subcommittee on Estate Agents Practice  
(General Duties and Hong Kong Residential Properties) Regulation and  
Estate Agents (Determination of Commission Disputes) Regulation**

**Purpose**

This paper reports on the deliberations of the Subcommittee on Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation and Estate Agents (Determination of Commission Disputes) Regulation made under the Estate Agents Ordinance (Cap. 511).

**Background**

2. The Estate Agents Ordinance (the Ordinance) (Cap. 511), enacted in May 1997, aims to improve the standard of services provided by estate agents and to protect consumers in property transactions. It provides for the setting up of an Estate Agents Authority (the Authority) to regulate the trade through the implementation of a licensing system. The Estate Agents (Licensing) Regulation made by the Authority was passed by the Legislative Council on 18 November 1998 and the licensing system was introduced on 1 January 1999. Estate agents and salespersons who practise estate agency work are now required to obtain a licence from the Authority.

3. Under the Ordinance, the Authority is also empowered to prescribe, basing on the broad framework in the Ordinance on the regulation of estate agents, matters relating to the conduct and practice of estate agents as well as the procedures for the determination of disputes over commission. On 21 May 1999, the Authority, with the approval of the Secretary for Housing, gazetted the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation and the Estate Agents (Determination of Commission Disputes) Regulation.

## **The subsidiary legislation**

### Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation (the Practice Regulation)

4. The Practice Regulation aims to ensure that sale and leasing of local residential properties are to be conducted in a fair, open and honest manner and that the interests of both consumers and estate agents can be better protected. It prescribes, inter alia, the following matters:

- (a) General duties of licensed estate agents and licensed salespersons;
- (b) Conduct and practices of licensed estate agents and licensed salespersons; and
- (c) A number of forms for the purposes of the Ordinance, in particular in relation to estate agency agreements.

### Estate Agents (Determination of Commission Disputes) Regulation (the Determination Regulation)

5. The Determination Regulation provides for the determination by the Authority of a dispute referred to it under section 49 of the Ordinance. The Authority shall have jurisdiction over disputes as regards a commission or other fee not exceeding \$300,000. A legally qualified officer of the Authority will be appointed as adjudicator to determine a dispute. The Determination Regulation also provides for the procedures to be adopted in determination proceedings, the form and effect of determination, and the payment of costs.

## **The Subcommittee**

6. At the House Committee meeting on 28 May 1999, Members agreed to form a Subcommittee to study the two aforesaid Regulations. Dr Hon Raymond HO Chung-tai was elected Chairman of the Subcommittee. The Subcommittee held four meetings with the Administration and met with the deputations at one of the meetings. The membership list of the Subcommittee is in **Appendix I**. The list of deputations which have given oral representations/written submissions to the Subcommittee for consideration is in **Appendix II**.

## **Deliberations of the Subcommittee**

7. The Subcommittee has examined the Regulations in detail. Its deliberation is summarized in the paragraphs below.

The supply of property information by estate agents

8. Under section 36 of the Ordinance, a licensed estate agent is required to provide specified property information to his client upon the introduction of a property. Such information includes prima facie evidence of ownership, subsisting encumbrances, saleable floor area, year or period of completion of the property, permitted use, unexpired term of the Government lease and whether there is a right of renewal and if so, the term. To assist the trade in the provision of property information, the Authority prescribes a set of standard forms in the Practice Regulation for use by estate agents. During the course of deliberation, the deputations pointed out that the prescribed information may not be easily available to estate agents. Appreciating the deputations' concern, members of the Subcommittee have enquired about the present position of the setting up of a centralized property databank, which was raised during the deliberation of the Bills Committee on Estate Agents Bill before its passage in the Legislative Council.

9. The Administration explained to the Subcommittee that since the enactment of the Ordinance, the Government has taken various steps to facilitate the trade in obtaining property-related information. At present, the majority of the information required such as particulars of current ownership, subsisting encumbrances, year of completion and user restrictions in the occupation permit, are already accessible at the Land Registry. Land searches can be conducted in the Land Registry or through the Department's Direct Access Service which enables access to the land register by electronic means. The Land Registry has also provided other supporting services such as special information counters to help filing search tickets, bulk-request counter, all-service counter and self-service terminal for placing orders. Some prescribed information such as saleable area and age of properties can also be accessed easily through the new 24-hour Info-Hotline Service provided by the Rating and Valuation Department. In the event that information which is available in the occupation permit is not accessible from the above two sources, individual estate agents may approach the Buildings Department. The Buildings Department has also streamlined its information access system on certified copies of Occupation Permit. The retrieval time has been reduced to three days.

10. To allay the concern of the trade, the Administration has advised that an estate agent has already been given a "due diligence" defence in disciplinary and civil proceedings under section 36 of the Ordinance if he has taken reasonable steps to obtain the information from the prescribed sources.

11. As regards the centralized property databank for all properties in Hong Kong, the Administration has put forward its explanation that the setting up of a territory-wide databank will involve manipulation of a huge volume of land and building data as well as extensive integration of incompatible data now

stored in different forms in different departments. As majority of secondary market transactions concentrates on a number of popular estate developments and the Government has already taken steps to facilitate the accessibility to property information from various sources, the Administration considers that the setting up of a centralized property databank is not a pre-requisite for the implementation of the Practice Regulation.

12. Members agree that the implementation of a regulatory system for estate agents should not be deferred. Nevertheless, they have requested the Administration to pursue the proposal of setting up the databank in the long run.

#### The vendor's statement

13. While agreeing that a vendor's statement should be provided to facilitate a prospective purchaser to acquire information on structural alterations, additions, repairs or improvements of a property and the additional cost it might incur, members are concerned that the vendor might have difficulties in providing information on structural changes taken place before the period of his ownership of the property.

14. In this respect, the Administration explained that the vendor is only requested to disclose property information within his knowledge. Nevertheless, in light of members' comments, the Administration has agreed to amend the vendor's statement to facilitate the disclosure of information by the vendor on structural changes to the property taken place prior and during the vendors' ownership under separate questions in the statement, instead of all in one question without specifying the period as originally proposed.

#### Timing for the provision of property information

15. Under the Practice Regulation, a licensed estate agent is required to complete the prescribed property information form upon the introduction of a property. Some deputations suggested that the provision of property information to prospective purchasers could be deferred until the signing of the agreement for sale and purchase. The Administration however pointed out that the absence of property information to prospective purchasers at the outset under the current practice is in fact the cause of many disputes and complaints. It is therefore important to ensure that essential property information is provided to prospective purchasers as soon as possible to allow them to have a more complete picture of the property before making a decision, especially when they are under the influence to make a hasty decision.

### Estate agency agreement

16. Section 45 of the Ordinance has provided for the signing of an estate agency agreement. It aims to avoid disputes arising from oral instructions and to codify clearly the duties of estate agents.

17. Some deputations have expressed reservation on the need to prescribe the estate agency agreement forms under the Practice Regulation to replace the existing “property viewing form” and “engagement agreement” which are widely used by the trade at the moment. In response, the Administration explained that the prescribed forms contain provisions which are much more comprehensive and objective than those featured in the various agreements provided by different estate agents. With the standardized format, the Administration trusts that consumers, after the launching of the education and publicity programmes on the Practice Regulation by the Authority, will be more willing to enter into such agreements.

### Format and choice of words used in the forms under the Practice Regulation

18. Taking into account views of members and the trade, the Administration has agreed to amend Forms 1 to 6 under the Practice Regulation with a view to fine-tuning the format and improving on the choice of words to make the Forms more user-friendly.

### Requirement for the estate agent to ascertain the identity of the vendor before the signing of the agreement for sale and purchase

19. Under section 13(3) of the Practice Regulation, an estate agent is required, for the purpose of avoiding the fraudulent misrepresentation of identity in an agreement for sale and purchase or a lease of a residential property, to ensure that the name of the vendor concerned is correct by collecting a copy of the vendor’s identity card. Members have expressed concern about measures to ascertain the identity of the vendor, as well as his authorization to sell the property, in particular when the property is owned under the name of a company. In light of members’ comments, the Administration has decided to amend section 13(3) to state more clearly that an estate agent has to take all practicable steps to ensure that the identity of the vendor is correct. The Authority has also assured members that it will issue practice guidelines to advise estate agents on how to ascertain the identity of the vendor and his capacity to sell the property.

### Commercial and industrial properties not under the coverage of the Practice Regulation

20. Noting that the Practice Regulation will only apply to the sale and leasing of local residential properties, members have enquired for the reasons for not applying the Regulation to commercial and industrial properties. The

Authority has explained that at present, most of the disputes and complaints are relating to residential properties. The Authority has therefore drafted the regulations covering residential properties as a first step. In the meantime, pending the availability of Regulations for non-residential premises, estate agents conducting commercial and industrial properties are still required to comply with the current practice guidelines issued by the Authority and are subject to disciplinary actions in the event of non-compliance.

#### Legal representation in the determination of commission under the Determination Regulation

21. In response to the suggestion of some trade members that legal representation should be allowed in the determination proceedings, the Administration explained that the purpose of the commission dispute mechanism is to provide a speedy, informal and relatively inexpensive avenue for estate agents and their clients to resolve commission disputes. Legal representation is therefore not allowed as this will invariably lead to higher costs and lengthy proceedings which will defeat the purpose of the proposed commission dispute mechanism. Since the mechanism is only meant as an alternative avenue for the resolution of commission disputes with the consent of both parties, there is no question of the interest of the parties involved being compromised as they can always choose to resolve their disputes in a court of law. Allowing legal representation in the determination proceedings will deter consumers to make use of the avenue for fear of the substantial legal fees.

22. In relation to section 10(2) of the Determination Regulation, members also deliberated on the possible abuse of an estate agent company which might employ a barrister or solicitor as a director for the purpose of representing the company in conducting the determination proceedings. The Administration's explanation is that there is no reason for disallowing a director, if it is the case, of an estate agent company under authorization to conduct determination proceedings on behalf of the company simply because this director is a barrister or a solicitor. The existing provisions under sections 10(1) and (2) of the Determination Regulation are similar to related provisions under the Small Claim Tribunal Ordinance (Cap. 338) and therefore no amendment is necessary.

#### Appointment of elected representatives of the trade as members of the Estate Agents Authority

23. The Secretary for Housing is empowered under the Ordinance to appoint members of the Authority. Pursuant to members' suggestion, the Administration has undertaken to consider appointing elected representatives of the trade as members of the Authority upon the expiry of the current term on 31 October 1999.

### **Recommendation**

24. The Subcommittee recommends that subject to the Administration's proposed amendments to the Regulations as attached in **Appendix III**, the Practice Regulation and the Determination Regulation be supported.

### **Advice sought**

25. Members are invited to note that deliberations of the Subcommittee and support the recommendation at paragraph 24 above.

Legislative Council Secretariat  
24 June 1999

**Subcommittee on Estate Agents Practice  
(General Duties and Hong Kong Residential Properties) Regulation  
and Estate Agents (Determination of Commission Disputes) Regulation**

**Membership list**  
(as at 16 June 1999)

Dr Hon Raymond HO Chung-tai, JP (Chairman)

Hon David CHU Yu-lin

Hon Cyd HO Sau-lan

Hon Edward HO Sing-tin, JP

Hon LEE Wing-tat

Hon Fred LI Wah-ming

Hon Ronald ARCULLI, JP

Hon Gary CHENG Kai-nam

Hon Mrs Miriam LAU Kin-ye, JP

Total : 9 Members

**Subcommittee on Estate Agents Practice  
(General Duties and Hong Kong Residential Properties) Regulation and  
Estate Agents (Determination of Commission Disputes) Regulation**

**List of deputations which have given  
oral representations/written submissions to the Subcommittee**

1. Consumer Council
2. Hong Kong Chamber of Professional Property Consultants Limited
3. Hong Kong Institute of Real Estate Administration #
4. Hong Kong Institute of Surveyors #
5. Hong Kong Real Estate Agencies Association
6. HKU Professional Real Estate Agencies Alumni Limited
7. Midland Property Holdings Limited #
8. New Territories Estate Agency Association Limited
9. Property Agencies Association Limited
10. Society of Hong Kong Real Estate Agents Limited
11. The Real Estate Developers Association of Hong Kong \*

# Only oral representation is given by the deputation.

\* Only written submission is provided by the deputation.

INTERPRETATION AND GENERAL CLAUSES ORDINANCE

**RESOLUTION**

(Under section 34(2) of the Interpretation and General Clauses Ordinance (Cap.1)

ESTATE AGENTS PRACTICE (GENERAL DUTIES AND HONG KONG RESIDENTIAL PROPERTIES) REGULATION

RESOLVED that the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation, published as Legal Notice No. 124 of 1999 and laid on the table of the Legislative Council on 26 May 1999, be amended -

- (a) in section 2(2)(b), by repealing “and (3)” and substituting “and, if applicable, section 3(3)”;
- (b) in section 7(1), by repealing “(地產代理協議除外)” and substituting “(並非地產代理協議者)”;
- (c) by repealing section 13(3) and substituting -
  - “(3) A licensee shall, for the purpose of avoiding the fraudulent misrepresentation of identity in an agreement for sale and purchase or a lease of a residential property, take all practicable steps to ensure that the name of the vendor is correct (which steps may include, if the vendor is an individual, collecting a copy of the vendor's identity card within the meaning of the Registration of Persons Ordinance (Cap. 177) or other identification document).”;
- (d) in the Schedule, by repealing Forms 1 to 6 and substituting -

## "FORM 1

## PROPERTY INFORMATION FORM

(for use in the sale and purchase of residential properties in Hong Kong)

(Part 1 of this Form should be completed by the licensed estate agent and Part 2 should be completed by the vendor or the licensed estate agent)

## PART 1

## PROPERTY INFORMATION

**Part A: Address of the Property**

("Property")

**Part B: Prescribed information of the Property**

Types of information		Prescribed source (see note 11)	Date of obtaining the information
1.	<b>Particulars of current ownership and subsisting encumbrances registered in the Land Registry:</b> Name(s) of owner(s):	A	
	Subsisting encumbrances:		
	(a) court orders: <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", state the particulars:	A	
	(b) building orders: <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", state the particulars:	A	
	(c) slope maintenance orders: <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", state the particulars:	A	
	(d) lease: <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", state the particulars:	A	
(e) mortgage or charge: <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", state the particulars:	A		

	(f) other matters registered as encumbrances: Note: Copy of land search from the Land Registry shall be attached.	A	
2.	<b>Floor area of the Property:</b> <input type="checkbox"/> (a) saleable area provided by the Rating and Valuation Department: <input type="checkbox"/> (b) saleable area stipulated in the agreement for sale and purchase of the first assignment: <input type="checkbox"/> (c) no information can be obtained under paragraph (a) or (b).	B A	
3.	<b>Year of completion:</b> Year of completion of the Property (or the building of which the Property forms part) as stipulated in the occupation permit or, if the occupation permit is not available, the relevant certificate of compliance or letter of no objection to occupy:	A/B/C*	
4.	<b>User restrictions:</b> User under the occupation permit:	A/C*	
5.	<b>Government lease:</b> (a) unexpired term of the lease: (b) right of renewal: <input type="checkbox"/> Yes <input type="checkbox"/> No	A	
6.	If a Government lease is to be granted, state the term of the proposed lease:	A	

**Part C: Other information about the Property which may be provided**

1. The annual Government rent: HK\$ \_\_\_\_\_
2. The quarterly rates: HK\$ \_\_\_\_\_
3. The monthly management fee: HK\$ \_\_\_\_\_
4. Owners incorporation established:  Yes  No
5. The floor area and source of information are: \_\_\_\_\_
6. The Property falls within the following categories:
  - Tenant Purchase Scheme;
  - Home Ownership Scheme;
  - Private Sector Participation Scheme;
  - Sandwich Class Housing;
  - Flat for Sale Scheme (Housing Society);
 (Note: In the categories above, flats on which premium has been paid are not included in the category concerned.)
  - "Village" type houses in the New Territories;
  - others, please specify: \_\_\_\_\_

## PART 2

## VENDOR'S STATEMENT

1. Are there any structural additions to or alterations of any part of the Property or the building of which the Property forms part, which have been or are or shall be made by the Vendor or any other person, during the period of the Vendor's ownership of the Property?

Yes       No

If "yes", please provide particulars: \_\_\_\_\_

2. Are there any structural additions to or alterations of any part of the Property or the building of which the Property forms part, which have been made by any person, before the period of the Vendor's ownership of the Property?

Yes       No       Not known

If "yes" please provide particulars: \_\_\_\_\_

3. Are there any reinstatements, rectification, repairs or improvements to any part of the Property or the building of which the Property forms part, which have been or are or shall be required by the Government or the management office or the owners incorporation of the building, during the period of the Vendor's ownership of the Property?

Yes       No

If "yes" please provide particulars: \_\_\_\_\_

4. Are there any reinstatements, rectification, repairs or improvements to any part of the Property or the building of which the Property forms part, which have been required by the Government or the management office or the owners incorporation of the building, before the period of the Vendor's ownership of the Property?

Yes       No       Not known

If "yes", please provide particulars: \_\_\_\_\_

5. Are there any of the following works, the cost of which a purchaser of the Property shall be wholly or partly liable, which have been or are or shall be required or proposed by the Government or the management office or the owners incorporation of the building of which the Property forms part as regards any part of the Property or the building?

<input type="checkbox"/> reinstatement or rectification work	<input type="checkbox"/> repairs or improvements works
<input type="checkbox"/> slope maintenance work	<input type="checkbox"/> others
<input type="checkbox"/> none	<input type="checkbox"/> not known

Please state the nature of the work required or proposed, if any, and the cost/estimated cost\* of works for which the purchaser shall be liable: \_\_\_\_\_

6.  (a) The Property is to be sold with vacant possession.      OR
- (b) The Property is to be sold subject to a lease/licence for a specific term/statutory tenancy\* as follows:

- The monthly rental is HK\$ \_\_\_\_\_ (inclusive of  rates;  Government rent;  management fee).
- The term is \_\_\_\_ year(s) \_\_\_\_\_ month(s) beginning on \_\_\_\_\_ (D/M/Y) and expiring on \_\_\_\_\_ (D/M/Y) (both days inclusive).
- Other terms:
  - break clause       rental review       option to renew
  - other special terms; please specify: \_\_\_\_\_

All the information given by \_\_\_\_\_ (“Vendor”) in Part 2 of this Form are true and correct within the Vendor’s knowledge.

Signature of Vendor: \_\_\_\_\_ Date: \_\_\_\_\_  
OR

We, \_\_\_\_\_ (“Agent” (see note 12)), acting for the Vendor, have duly advised the Vendor to provide information in Part 2 of this Form but the Vendor decided not to provide the same.

We, \_\_\_\_\_ (“Agent” (see note 12)), are reasonably satisfied as regards the accuracy of the information contained in this Form.

Signature of the estate agent/salesperson signing for and on behalf of Agent: \_\_\_\_\_

Name and licence number of the signatory: \_\_\_\_\_

Number of Agent's statement of particulars of business: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Date: \_\_\_\_\_

NOTES

1. This Form should not be used with any alterations.
2. Nothing in Part 2 of this Form shall be construed as affecting or defining the terms and conditions of an agreement for sale and purchase to be entered into between the Vendor and a purchaser.
3. A licensed estate agent is required to provide to the Vendor the original or a copy of the completed Form either before entering into an estate agency agreement with the Vendor or before entering into an agreement for sale and purchase between the Vendor and a purchaser in respect of the Property at the option of the Vendor.
4. A licensed estate agent is required to provide to a purchaser the original or a copy of the completed Form unless the purchaser specifically waives his right to receive the same.
5. A purchaser or the Vendor should seek legal or other professional advice if:
  - (a) he is in doubt of the effects and implications of any of the encumbrances listed in Part B in Part 1 of this Form;
  - (b) any prescribed information is not available or he is in doubt of any information provided herein; or
  - (c) he wishes to obtain additional information which is not provided in this Form.
6. Complete all questions and fill in all blanks except Part C in Part 1. If any question is not applicable, please write “N/A” which means not applicable. If any prescribed information is not available, please write “Not Available”.
7. A separate form should be completed for each property.
8. Any material changes in the given information should be conveyed immediately to the recipients of this Form.
9. “\*” means delete whichever is inappropriate. Provisions deleted must be initialled. Where appropriate, mark a tick “√” in the box  provided.
10. Documentary evidence of the information provided in Part 2 of this Form may be attached by the Vendor.
11. Prescribed sources of information:
  - A: Land Registry
  - B: Rating and Valuation Department (Info-Hotline Service)
  - C: Buildings Department
12. Enter the name of the estate agency business entity concerned.

FORM 2  
LEASING INFORMATION FORM

(for use in the leasing of residential properties in Hong Kong)  
(This Form should be completed by the licensed estate agent)

**Part A: Address of the Property**

(“Property”)

**Part B: Prescribed information of the Property**

Types of information	Prescribed source (see note 9)	Date of obtaining the information
<p>1. <b>Particulars of current ownership and subsisting encumbrances registered in the Land Registry:</b> Name(s) of owner(s):</p>	A	
<p>Subsisting encumbrances:</p> <p>(a) possession orders:            <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>	A	
<p>(b) mortgage or charge:        <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>	A	
<p>2. <b>Floor area of the Property:</b></p> <p><input type="checkbox"/> (a) saleable area provided by the Rating and Valuation Department:</p>	B	
<p><input type="checkbox"/> (b) saleable area stipulated in the agreement for sale and purchase of the first assignment:</p>	A	
<p><input type="checkbox"/> (c) no information can be obtained under paragraph (a) or (b).</p>		
<p>3. <b>Year of completion:</b> Year of completion of the Property (or the building of which the Property forms part):</p>	A/B*	
<p>4. <b>User restrictions:</b> User under the occupation permit:</p>	A	
<p>5. <b>Restrictions on leasing:</b> Restrictions on leasing imposed under legislation/Government lease:            <input type="checkbox"/> Yes            <input type="checkbox"/> No</p>	C/D*	

**Part C: Other information about the Property which may be provided**

- 1. The annual Government rent: HK\$ \_\_\_\_\_
- 2. The quarterly rates: HK\$ \_\_\_\_\_
- 3. The monthly management fee: HK\$ \_\_\_\_\_
- 4. The Property is to be sublet and is presently subject to a lease:  Yes  No

If "yes", please provide particulars: \_\_\_\_\_

We, \_\_\_\_\_ ("Agent" (see note 10)), are reasonably satisfied as regards the accuracy of the information contained in this Form.

Signature of the estate agent/salesperson signing for and on behalf of Agent: \_\_\_\_\_

Name and licence number of the signatory: \_\_\_\_\_

Number of Agent's statement of particulars of business: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTES**

- 1. This Form should not be used with any alterations.
- 2. A licensed estate agent is required to provide to the landlord of the Property the original or a copy of the completed Form either before entering into an estate agency agreement with the landlord or before entering into a lease between the landlord and a tenant in respect of the Property at the option of the landlord.
- 3. A licensed estate agent is required to provide to a tenant the original or a copy of the completed Form unless the tenant specifically waives his right to receive the same.
- 4. A tenant or the landlord of the Property should seek legal or other professional advice if:
  - (a) he is in doubt of the effects and implications of any of the encumbrances listed in Part B in Part 1 of this Form;
  - (b) any prescribed information is not available or he is in doubt of any information provided herein; or
  - (c) he wishes to obtain additional information which is not provided in this Form.
- 5. Complete all questions and fill in all blanks except Part C in Part 1. If any question is not applicable, please write "N/A" which means not applicable. If any prescribed information is not available, please write "Not Available".
- 6. A separate form should be completed for each property.
- 7. Any material changes in the given information should be conveyed immediately to the recipients of this Form.
- 8. "X" means delete whichever is inappropriate. Provisions deleted must be initialled. Where appropriate, mark a tick "✓" in the box  provided.
- 9. Prescribed sources of information:
  - A: Land Registry
  - B: Rating and Valuation Department (Info-Hotline Service)
  - C: Housing Society
  - D: Housing Department
- 10. Enter the name of the estate agency business entity concerned.

## FORM 3

ESTATE AGENCY AGREEMENT FOR SALE OF RESIDENTIAL  
PROPERTIES IN HONG KONG

**GENERAL CAUTION:** Read this Agreement carefully and follow its instructions. If you do not understand anything in this Agreement then ask for an explanation to be given. If you do not understand or agree with any explanation given then it is best to consult your solicitor before signing this Agreement.

**Information note:** Where any thing in this Agreement is followed by a number in brackets (e.g. <sup>(1)</sup>), then immediately read the explanatory note that bears that number in Schedule 4 to this Agreement. Where any thing in this Agreement refers to a Schedule to this Agreement, then immediately read that Schedule.

### 1. Appointment of Agent and Validity Period of this Agreement

I/We, \_\_\_\_\_ (“Vendor”), appoint  
\_\_\_\_\_ (“Agent”<sup>(2)</sup>) subject to and in accordance with the terms of  
this Agreement to act as my/our exclusive<sup>(3)</sup>/non-exclusive<sup>(1)</sup> agent in the marketing of  
\_\_\_\_\_ (“Property”). This Agreement shall take effect on  
\_\_\_\_\_ (D/M/Y) and expire on  
\_\_\_\_\_ (D/M/Y) (both days inclusive) (“Validity Period”).

[**CAUTION:** In the case of exclusive agency, the Vendor may be liable to pay commission to the Agent even if the Property is not sold through the Agent within the Validity Period. The Vendor should therefore consider carefully when he enters into an exclusive agency relationship with the Agent. Special obligations to be performed by the Agent under exclusive agency may be specified as extra terms under clause 13.]

### 2. Agency Relationship and Duties of Agent

The Agent agrees with the Vendor that -

- (a) the agency relationship between them in respect of the Property shall be a single agency/dual agency/potentially dual agency<sup>(3)(1)</sup>;
- (b) in the case of dual agency, the Agent shall as soon as is practicable disclose in writing to the Vendor the amount or rate of commission to be received by the Agent from a purchaser;
- (c) in the case of potentially dual agency, the Agent shall as soon as is practicable after dual agency arises disclose in writing to the Vendor such agency relationship and the amount or rate of commission to be received by the Agent from a purchaser; and
- (d) The Agent's duties shall be as set out in Schedule 1 to this Agreement, in addition to the duties placed on the Agent by this Agreement or any enactment.

### 3. List Price [**CAUTION:** The Vendor does not confer upon the Agent, by virtue of this clause, the right to accept an offer on behalf of the Vendor. The list price is for the purpose of listing and advertising only.]

The list price shall be Hong Kong Dollars \_\_\_\_\_ (HK\$ \_\_\_\_\_ ).  
The list price can only be varied with written instructions of the Vendor and such instructions shall form part of this Agreement.

### 4. Commission

The provisions of this Agreement applicable to the commission to be paid by the Vendor to the Agent shall be as set out in Schedules 2 and 4 to this Agreement<sup>(4)</sup>.

**5. Property Information**

The Agent shall provide to the Vendor the Property Information Form including the Vendor's Statement prescribed under the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation duly completed and signed by the Agent.

**6. Property Inspection**

- (a) The Vendor agrees to allow viewing of the Property by the Agent/purchaser(s)<sup>(1)</sup> at a mutually agreeable time.  
Yes  No <sup>(8)</sup>
- (b) The Vendor agrees to pass the keys of the Property to the Agent for safe custody and for the viewing of the Property.  
Yes  No <sup>(8)</sup>
- (c) The Vendor authorizes the Agent to pass the keys to other estate agents/persons<sup>(1)</sup> for the viewing of the Property.  
Yes  No <sup>(8)</sup>

**7. Sub-listing**

- (a) The Vendor authorizes the Agent to sub-list the Property and pass relevant information about the Vendor and the Property supplied by the Vendor to other estate agents for sub-listing purposes.  
Yes  No <sup>(8)</sup>
- (b) If the Agent sub-lists the Property to another estate agent ("sub-listing agent"), the Agent shall ensure that the sub-listing agent shall observe the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation regarding advertising.

**8. Advertising**

- (a) The Vendor authorizes the Agent to issue advertisement in respect of the Property.  
Yes  No <sup>(8)</sup>
- (b) If the answer to the above is "yes", then the advertising fees will be borne by the Agent unless otherwise specified in this Agreement.

**9. Disclosure of Interest by Agent**

- (a) The person signing this Agreement on behalf of the Agent discloses that he or his specified relative<sup>(5)</sup>, or any nominee of his or of his specified relative, or the Agent or any employee/substantial shareholder<sup>(6)</sup>/partner/director of the Agent has a pecuniary or other beneficial interest<sup>(7)</sup> in the Property:  
Yes  No <sup>(8)</sup>
- (b) If the answer to the above is "yes", then the particulars of the interest must be specified in Schedule 3 to this Agreement.
- (c) The person signing this Agreement on behalf of the Agent shall as soon as is practicable disclose in writing to the Vendor any interest referred to in paragraph (a) above that may arise during the Validity Period.

**10. Acknowledgement by Vendor**

The Vendor acknowledges he has -

- (a) read and understood the terms of this Agreement; and
- (b) <sup>(8)</sup> received the Property Information Form including the Vendor's Statement required to be provided under clause 5 of this Agreement;
- <sup>(8)</sup> agreed to receive the Property Information Form including the Vendor's Statement before entering into a binding agreement for sale and purchase between the Vendor and a purchaser.

**11. Schedules**

The Schedules to this Agreement form part of this Agreement.

**12. Agreement void if domestic purpose or use not allowed**

This Agreement shall be void if the occupation permit for the Property does not include or allow domestic purpose or use.

**13. Extra Terms [CAUTION: These extra terms cannot conflict with or limit the other terms of this Agreement.]:** \_\_\_\_\_

Signature of the Vendor:

Signature of the estate agent/salesperson  
signing for and on behalf of the Agent:

Hong Kong identity card(s) number(s):  
(if applicable)

Name and licence number of the signatory:

Where the Vendor is a company, please state:

Name of the Signatory:

Number of Agent's statement of particulars of  
business:

Position of the Signatory:

Business Registration Certificate number of  
the Vendor:

Address:

Address:

Telephone number:

Telephone number:

Fax number:

Fax number:

Date:

Date:

[CAUTION: Immediately after this Agreement has been signed, the Vendor must be given the original or a copy of this Agreement as signed.]

**Schedule 1****Duties of Agent**

The Agent shall -

- (a) market the Property on behalf of the Vendor;
- (b) obtain information in relation to the Property for the Vendor;
- (c) arrange for purchasers to inspect the Property;
- (d) conduct negotiation and submit all offers in relation to the Property to the Vendor; and
- (e) assist the Vendor in entering into a binding agreement for sale and purchase with a purchaser.

**Schedule 2****Commission to be Paid by Vendor**

1. Subject to section 2 of this Schedule, if during the Validity Period the Vendor through the Agent enters into a binding agreement for sale and purchase with a purchaser in respect of the Property then the Vendor is liable to pay the Agent commission in the amount of \$ \_\_\_\_\_ /at the rate of \_\_\_\_\_ % of the transacted price of the Property<sup>(1)</sup>:
  - <sup>(8)</sup> upon the signing of the agreement for sale and purchase.
  - <sup>(8)</sup> upon the completion of the property transaction as specified in the agreement for sale and purchase.
2. Subject to section 3 of this Schedule, the Vendor shall have no obligation to pay any commission to the Agent if completion of the property transaction falls through without fault on the part of the Vendor and, in such case, if the commission has already been paid it shall be refunded by the Agent to the Vendor as soon as is practicable and in any case not later than 5 working days from the completion date as specified in the agreement for sale and purchase with interest/without interest<sup>(1)</sup>.
3. The commission shall become payable to the Agent in the case of mutual cancellation of a binding agreement for sale and purchase of the Property not arising from any provisions of the agreement for sale and purchase.
4. The Vendor is not liable to pay any commission to other estate agents with whom the Agent co-operates in the marketing of the Property.

**Schedule 3****Interests in Property**

In accordance with clause 9 of this Agreement, particulars of the pecuniary or other beneficial interests in respect of the Property are as follows:

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**Schedule 4****Explanatory Notes**

- (1) This means delete whichever is inappropriate. All deletions must be initialled.
- (2) Enter the name of the estate agency business entity concerned in clause 1 of this Agreement.
- (3) Exclusive Agency - this means the Agent is the only estate agent acting for the Vendor. If during the Validity Period the Vendor enters into a binding agreement for sale and purchase with a purchaser in respect of the Property through another estate agent, the Agent has a right to claim commission as specified in section 1 of Schedule 2 from the Vendor.
  - Single agency - this means the Agent acts for the Vendor only.
  - Dual agency - this means the Agent acts for both the Vendor and a purchaser of the Property.
  - Potentially dual agency - this means the Agent acts for the Vendor only but may also act for a purchaser of the Property at a later stage.
- (4) The amount or rate of commission is negotiable between the Vendor and the Agent.
- (5) Specified relative - this means the spouse, parent, child, brother or sister.
- (6) Substantial shareholder - this means a person who is entitled to exercise or control the exercise of 10% or more of the voting power at any general meeting of the Agent.
- (7) Having a pecuniary or other beneficial interest includes:
  - (a) being a member of a company or any other body which has a pecuniary or other beneficial interest in

- respect of the Property;
  - (b) being in partnership with or is in the employment of a person who has a pecuniary or other beneficial interest in respect of the Property; or
  - (c) being a party to any arrangement or agreement (whether enforceable or not) concerning the Property.
- (8) Tick the relevant box.

## FORM 4

ESTATE AGENCY AGREEMENT FOR PURCHASE OF  
RESIDENTIAL PROPERTIES IN HONG KONG

**GENERAL CAUTION:** Read this Agreement carefully and follow its instructions. If you do not understand any thing in this Agreement then ask for an explanation to be given. If you do not understand or agree with any explanation given then it is best to consult your solicitor before signing this Agreement.

**Information note:** Where any thing in this Agreement is followed by a number in brackets (e.g. <sup>(1)</sup>), then immediately read the explanatory note that bears that number in Schedule 5 to this Agreement. Where any thing in this Agreement refers to a Schedule to this Agreement, then immediately read that Schedule.

**1. Appointment of Agent and Validity Period of this Agreement**

I/We, \_\_\_\_\_ (“Purchaser”), appoint  
\_\_\_\_\_ (“Agent”<sup>(2)</sup>) subject to and  
in accordance with the terms of this Agreement to act as my/our agent in the intended purchase of the properties listed in  
Schedule 1 to this Agreement (“Properties”). This Agreement shall take effect on \_\_\_\_\_ (D/M/Y) and expire on  
\_\_\_\_\_ (D/M/Y) (both days  
inclusive) (“Validity Period”).

[CAUTION: It is recommended that the Validity Period should be not more than 3 months.]

**2. Agency Relationship and Duties of Agent**

The Agent agrees with the Purchaser that -

- (a) the agency relationship between them in respect of the Properties shall be a single agency/dual agency/potentially dual agency<sup>(3)</sup> as specified in column 4 of Schedule 1 to this Agreement;
- (b) in the case of each dual agency, the Agent shall as soon as is practicable disclose in writing to the Purchaser the amount or rate of commission to be received by the Agent from the relevant vendor;
- (c) in the case of each potentially dual agency, the Agent shall as soon as is practicable after dual agency arises disclose in writing to the Purchaser such agency relationship and the amount or rate of commission to be received by the Agent from the relevant vendor; and
- (d) The Agent’s duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Agent by this Agreement or any enactment.

**3. Commission**

The provisions of this Agreement applicable to the commission to be paid by the Purchaser to the Agent shall be as set out in Schedules 1, 3 and 5 to this Agreement<sup>(4)</sup>.

**4. Property Information**

The Agent shall provide to the Purchaser in respect of the Properties all relevant Property Information Forms including Vendor's Statements prescribed under the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation -

- (a) obtained from the respective vendors' licensed estate agents in the case of single agency;
- (b) duly completed and signed by the Agent in the case of dual agency or where a vendor is not represented by a licensed estate agent,

unless the Purchaser expressly waives his right to receive any of them.

**5. Disclosure of Interest by Agent**

- (a) The person signing this Agreement on behalf of the Agent discloses that he or his specified relative<sup>(5)</sup>, or any nominee of his or of his specified relative, or the Agent or any employee/substantial shareholder<sup>(6)</sup>/partner/director of the Agent has a pecuniary or other beneficial interest<sup>(7)</sup> in the Properties:  
 Yes  No  (8)
- (b) If the answer to the above is "yes", then the particulars of the interest must be specified in Schedule 4 to this Agreement.
- (c) The person signing this Agreement on behalf of the Agent shall as soon as is practicable disclose in writing to the Purchaser any interest referred to in paragraph (a) above that may arise during the Validity Period.

**6. Acknowledgement by Purchaser**

The Purchaser acknowledges that he has -

- (a) read and understood the terms of this Agreement; and
- (b) received all relevant Property Information Forms including Vendor's Statements required to be provided under clause 4 of this Agreement which the Purchaser has not expressly waived his right to receive.

**7. Schedules**

The Schedules to this Agreement form part of this Agreement.

**8. Agreement void if domestic purpose or use not allowed**

This Agreement shall be void with regard to a property listed in Schedule 1 if the occupation permit for that property does not include or allow domestic purpose or use.

**9. Extra Terms [CAUTION: These extra terms cannot conflict with or limit the other terms of this Agreement]:** \_\_\_\_\_

Signature of the Purchaser:	Signature of the estate agent/salesperson signing for and on behalf of the Agent:
Hong Kong identity card(s) number(s): (if applicable)	Name and licence number of the signatory:
Where the Purchaser is a company, please state:	
Name of the Signatory:	Number of Agent's statement of particulars of business:
Position of the Signatory:	
Business Registration Certificate number of the Purchaser:	
Address:	Address:
Telephone number:	Telephone number:
Fax number:	Fax number:
Date:	Date:

[CAUTION: Immediately after this Agreement has been signed, the Purchaser must be given the original or a copy of this Agreement as signed.]

**Schedule 1**

**Properties**

Properties	Date of inspection (please specify if Purchaser agrees not to inspect)	Purchaser waives his right to receive Property Information Forms including Vendor's Statements (Tick relevant box)		Agency Relationship (Tick relevant box and delete whichever is inappropriate)	Amount or rate of commission to be paid by vendor, if applicable	Amount or rate of commission to be paid by Purchaser	Signature of Purchaser*
(a)		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(b)		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(c)		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(d)		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(e)		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(f)		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(g)		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(h)		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(i)		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			

\* The Purchaser must sign separately for each property listed.

**Schedule 2**

**Duties of Agent**

The Agent shall -

- (a) obtain information in relation to the Properties for the Purchaser;
- (b) arrange for the Purchaser to inspect the Properties if requested to do so by the Purchaser;
- (c) conduct negotiation and submit all offers to the vendors of the Properties as instructed by the Purchaser; and
- (d) assist the Purchaser in entering into a binding agreement for sale and purchase with the vendor of any one or more of the Properties.

**Schedule 3**

**Commission to be Paid by Purchaser**

1. Subject to sections 2 and 5 of this Schedule, if during the Validity Period the Purchaser through the Agent enters into a binding agreement for sale and purchase with the vendor in respect of one or more of the Properties then the Purchaser is liable to pay the Agent commission:
  - (8) upon the signing of the agreement for sale and purchase.
  - (8) upon the completion of the property transaction as specified in the agreement for sale and purchase.
2. Subject to section 3 of this Schedule, the Purchaser shall have no obligation to pay any commission to the Agent if completion of the property transaction falls through without fault on the part of the Purchaser and, in such case, if the commission has already been paid it shall be refunded by the Agent to the Purchaser as soon as is practicable and in any case not later than 5 working days from the completion date as specified in the agreement for sale and purchase with interest/without interest<sup>(1)</sup>.
3. The commission shall become payable to the Agent in the case of mutual cancellation of a binding agreement for sale and purchase of the property concerned not arising from any provisions of the agreement for sale and purchase.
4. The Purchaser is not liable to pay any commission to other estate agents with whom the Agent co-operates for the purpose of purchasing any one or more of the Properties.
5. Subject to sections 2, 3 and 4 of this Schedule, the Purchaser is also liable to pay to the Agent as commission for services rendered with regard to the property concerned if the Purchaser or the spouse, or any nominee, undisclosed principal or agent of the Purchaser enters into a binding agreement for sale and purchase with the vendor of any one or more of the Properties during the Validity Period whether through the Agent or otherwise.

**Schedule 4**

**Interests in Property**

In accordance with clause 5 of this Agreement, particulars of the pecuniary or other beneficial interests<sup>(7)</sup> in respect of one or more of the Properties are as follows:

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**Schedule 5  
Explanatory Notes**

- (1) This means delete whichever is inappropriate. All deletions must be initialled.
- (2) Enter the name of the estate agency business entity concerned in clause 1 of this Agreement.
- (3) Single agency - this means the Agent acts for the Purchaser only.  
Dual agency - this means the Agent acts for both the Purchaser and the vendor of a property listed in Schedule 1 to this Agreement.  
Potentially dual agency - this means the Agent acts for the Purchaser only but may also act for the vendor of a property listed in Schedule 1 to this Agreement at a later stage.
- (4) The amount or rate of commission is negotiable between the Purchaser and the Agent.
- (5) Specified relative - this means the spouse, parent, child, brother or sister.
- (6) Substantial shareholder - this means a person who is entitled to exercise or control the exercise of 10% or more of the voting power at any general meeting of the Agent.
- (7) Having a pecuniary or other beneficial interest includes:
  - (a) being a member of a company or any other body which has a pecuniary or other beneficial interest in respect of the Properties;
  - (b) being in partnership with or is in the employment of a person who has a pecuniary or other beneficial interest in respect of the Properties; or
  - (c) being a party to any arrangement or agreement (whether enforceable or not) concerning the Properties.

(8) Tick the relevant box.

## FORM 5

ESTATE AGENCY AGREEMENT FOR LEASING  
OF RESIDENTIAL PROPERTIES IN HONG KONG

(for use between an estate agent and a landlord)

**GENERAL CAUTION:** Read this Agreement carefully and follow its instructions. If you do not understand any thing in this Agreement then ask for an explanation to be given. If you do not understand or agree with any explanation given then it is best to consult your solicitor before signing this Agreement.

**Information note:** Where any thing in this Agreement is followed by a number in brackets (e.g. <sup>(1)</sup>), then immediately read the explanatory note that bears that number in Schedule 4 to this Agreement. Where any thing in this Agreement refers to a Schedule to this Agreement, then immediately read that Schedule.

**1. Appointment of Agent and Validity Period of this Agreement**

I/We, \_\_\_\_\_ (“Landlord”), appoint \_\_\_\_\_ (“Agent”<sup>(2)</sup>) subject to and in accordance with the terms of this Agreement to act as my/our exclusive<sup>(3)</sup>/non-exclusive<sup>(1)</sup> agent in the marketing for letting purpose of \_\_\_\_\_ (“Property”). This Agreement shall take effect on \_\_\_\_\_ (D/M/Y) and expire on \_\_\_\_\_ (D/M/Y) (both days inclusive) (“Validity Period”).

[**CAUTION:** In the case of exclusive agency, the Landlord may be liable to pay commission to the Agent even if the Property is not let through the Agent within the Validity Period. The Landlord should therefore consider carefully when he enters into an exclusive agency relationship with the Agent. Special obligations to be performed by the Agent under exclusive agency may be specified as extra terms under clause 12.]

**2. Agency Relationship and Duties of Agent**

The Agent agrees with the Landlord that -

- (a) the agency relationship between them shall be a single agency/dual agency/potentially dual agency<sup>(3)(1)</sup>;
- (b) in the case of dual agency, the Agent shall as soon as is practicable disclose in writing to the Landlord the amount or rate of commission to be received by the Agent from a tenant;
- (c) in the case of potentially dual agency, the Agent shall as soon as is practicable after dual agency arises disclose in writing to the Landlord such agency relationship and the amount or rate of commission to be received by the Agent from a tenant; and
- (d) The Agent's duties shall be as set out in Schedule 1 to this Agreement, in addition to the duties placed on the Agent by this Agreement or any enactment.

**3. List Rental** [**CAUTION:** The Landlord does not confer upon the Agent, by virtue of this clause, the right to accept an offer on behalf of the Landlord. The list rental is for the purpose of listing and advertising only.]

The list rental shall be Hong Kong Dollars \_\_\_\_\_ (HK\$ \_\_\_\_\_) per month inclusive/exclusive<sup>(1)</sup> of rates and management fee. The list rental can only be varied with written instructions of the Landlord and such instructions shall form part of this Agreement.

**4. Commission**

The provisions of this Agreement applicable to the commission to be paid by the Landlord to the Agent shall be as set out in Schedules 2 and 4 to this Agreement<sup>(4)</sup>.

**5. Property Information**

The Agent shall provide to the Landlord the Leasing Information Form prescribed under the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation duly completed and signed by the Agent.

**6. Property Inspection**

- (a) The Landlord agrees to allow viewing of the Property by the Agent/tenant(s)<sup>(1)</sup> at a mutually agreeable time.  
Yes  No  (8)
- (b) The Landlord agrees to pass the keys of the Property to the Agent for safe custody and for the viewing of the Property.  
Yes  No  (8)
- (c) The Landlord authorizes the Agent to pass the keys to other estate agents/persons<sup>(1)</sup> for the viewing of the Property.  
Yes  No  (8)

**7. Sub-listing**

- (a) The Landlord authorizes the Agent to sub-list the Property and pass relevant information about the Landlord and the Property supplied by the Landlord to other estate agents for sub-listing purposes  
Yes  No  (8)
- (b) If the Agent sub-lists the Property to another estate agent ("sub-listing agent"), the Agent shall ensure that the sub-listing agent shall observe the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation regarding advertising.

**8. Advertising**

- (a) The Landlord authorizes the Agent to issue advertisement in respect of the Property.  
Yes  No  (8)
- (b) If the answer to the above is "yes", then the advertising fees will be borne by the Agent unless otherwise specified in this Agreement.

**9. Disclosure of Interest by Agent**

- (a) The person signing this Agreement on behalf of the Agent discloses that he or his specified relative<sup>(5)</sup>, or any nominee of his or of his specified relative, or the Agent or any employee/substantial shareholder<sup>(6)</sup>/partner/director of the Agent has a pecuniary or other beneficial interest<sup>(7)</sup> in the Property:  
Yes  No  (8)
- (b) If the answer to the above is "yes", then the particulars of the interest must be specified in Schedule 3 to this Agreement.
- (c) The person signing this Agreement on behalf of the Agent shall as soon as is practicable disclose in writing to the Landlord any interest referred to in paragraph (a) above that may arise during the Validity Period.

**10. Acknowledgement by Landlord**

The Landlord acknowledges that he has -

- (a) read and understood the terms of this Agreement; and
- (b) <sup>(8)</sup> received the Leasing Information Form required to be provided under clause 5 of this Agreement;
- <sup>(8)</sup> agreed to receive the Leasing Information Form before entering into a binding lease between the Landlord and a tenant.

**11. Schedules**

The Schedules to this Agreement form part of this Agreement.

12. **Extra Terms** [**CAUTION**: These extra terms cannot conflict with or limit the other terms of this Agreement.]: \_\_\_\_\_

Signature of the Landlord:

Signature of the estate agent/salesperson signing for and on behalf of the Agent:

Hong Kong identity card(s) number(s):  
(if applicable)

Name and licence number of the signatory:

Where the Landlord is a company, please state:

Name of the Signatory:

Number of Agent's statement of particulars of business:

Position of the Signatory:

Business Registration Certificate number of the Landlord:

Address:

Address:

Telephone number:

Telephone number:

Fax number:

Fax number:

Date:

Date:

[**CAUTION**: Immediately after this Agreement has been signed, the Landlord must be given the original or a copy of this Agreement as signed.]

**Schedule 1****Duties of Agent**

The Agent shall -

- (a) market the Property on behalf of the Landlord;
- (b) obtain information in relation to the Property for the Landlord;
- (c) arrange for tenants to inspect the Property;
- (d) conduct negotiation and submit all offers in relation to the Property to the Landlord; and
- (e) assist the Landlord in entering into a binding lease with a tenant.

**Schedule 2****Commission to be Paid by Landlord**

1. Subject to section 2 of this Schedule, if during the Validity Period the Landlord through the Agent enters into a binding lease with a tenant in respect of the Property then the Landlord is liable to pay the Agent commission in the amount of \$\_\_\_\_\_/at the rate of \_\_\_\_\_ % of the transacted rental<sup>(1)</sup>:
  - (8) upon the signing of the lease.
  - (8) upon the commencement of the tenancy as specified in the lease.
2. Subject to section 3 of this Schedule, the Landlord shall have no obligation to pay any commission to the Agent if commencement of the binding lease falls through without fault on the part of the Landlord and, in such case, if the commission has already been paid it shall be refunded by the Agent to the Landlord as soon as is practicable and in any case not later than 5 working days from the commencement date of the lease with interest/without interest<sup>(1)</sup>.
3. The commission shall become payable to the Agent in the case of mutual cancellation of the binding lease not arising from any provisions of the lease.
4. The Landlord is not liable to pay any commission to other estate agents with whom the Agent co-operates in letting the Property.

**Schedule 3****Interests in Property**

In accordance with clause 9 of this Agreement, particulars of the pecuniary or other beneficial interests in respect of the Property are as follows:

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**Schedule 4****Explanatory Notes**

- (1) This means delete whichever is inappropriate. All deletions must be initialled.
- (2) Enter the name of the estate agency business entity concerned in clause 1 of this Agreement.
- (3) Exclusive Agency - this means the Agent is the only estate agent acting for the Landlord. If during the Validity Period the Landlord enters into a binding lease with a tenant in respect of the Property through another estate agent, the Agent has a right to claim commission as specified in section 1 of Schedule 2 from the Landlord.
  - Single agency - this means the Agent acts for the Landlord only.
  - Dual agency - this means the Agent acts for both the Landlord and a tenant of the Property.
  - Potentially dual agency - this means the Agent acts for the Landlord only but may also act for a tenant of the Property at a later stage.
- (4) The amount or rate of commission is negotiable between the Landlord and the Agent.
- (5) Specified relative - this means the spouse, parent, child, brother or sister.
- (6) Substantial shareholder - this means a person who is entitled to exercise or control the exercise of 10% or more of the voting power at any general meeting of the Agent.
- (7) Having a pecuniary or other beneficial interest includes:
  - (a) being a member of a company or any other body which has a pecuniary or other beneficial interest in respect of the Property;
  - (b) being in partnership with or is in the employment of a person who has a pecuniary or other beneficial interest in respect of the Property; or
  - (c) being a party to any arrangement or agreement (whether enforceable or not) concerning the Property.
- (8) Tick the relevant box.

## FORM 6

ESTATE AGENCY AGREEMENT FOR LEASING OF  
RESIDENTIAL PROPERTIES IN HONG KONG

(for use between an estate agent and a tenant)

**GENERAL CAUTION:** Read this Agreement carefully and follow its instructions. If you do not understand any thing in this Agreement then ask for an explanation to be given. If you do not understand or agree with any explanation given then it is best to consult your solicitor before signing this Agreement.

**Information note:** Where any thing in this Agreement is followed by a number in brackets (e.g. <sup>(1)</sup>), then immediately read the explanatory note that bears that number in Schedule 5 to this Agreement. Where any thing in this Agreement refers to a Schedule to this Agreement, then immediately read that Schedule.

**1. Appointment of Agent and Validity Period of this Agreement**

I/We, \_\_\_\_\_ (“Tenant”), appoint \_\_\_\_\_ (“Agent”<sup>(2)</sup>) subject to and in accordance with the terms of this Agreement to act as my/our agent in the intended renting of the properties listed in Schedule 1 to this Agreement (“Properties”). This Agreement shall take effect on (D/M/Y) and expire on \_\_\_\_\_ (D/M/Y) (both days inclusive) (“Validity Period”).

[**CAUTION** : It is recommended that the Validity Period should be not more than 3 months.]

**2. Agency Relationship and Duties of Agent**

The Agent agrees with the Tenant that -

- (a) the agency relationship between them in respect of the Properties shall be a single agency/dual agency/potentially dual agency<sup>(3)</sup> as specified in column 4 of Schedule 1 to this Agreement;
- (b) in the case of each dual agency, the Agent shall as soon as is practicable disclose in writing to the Tenant the amount or rate of commission to be received by the Agent from the relevant landlord;
- (c) in the case of each potentially dual agency, the Agent shall as soon as is practicable after dual agency arises disclose in writing to the Tenant such agency relationship and the amount or rate of commission to be received by the Agent from the relevant landlord; and
- (d) The Agent's duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Agent by this Agreement or any enactment.

**3. Commission**

The provisions of this Agreement applicable to the commission to be paid by the Tenant to the Agent shall be as set out in Schedules 1, 3 and 5 to this Agreement<sup>(4)</sup>.

**4. Property Information**

The Agent shall provide to the Tenant in respect of the Properties all relevant Leasing Information Forms prescribed under the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation -

- (a) obtained from the respective landlords licensed estate agents in the case of single agency;
- (b) duly completed and signed by the Agent in the case of dual agency or where a landlord is not represented by a licensed estate agent,

unless the Tenant expressly waives his right to receive any of them.

**5. Disclosure of Interest by Agent**

- (a) The person signing this Agreement on behalf of the Agent discloses that he or his specified relative<sup>(5)</sup>, or any nominee of his or of his specified relative, or the Agent or any employee/substantial shareholder<sup>(6)</sup>/partner/director of the Agent has a pecuniary or other beneficial interest<sup>(7)</sup> in the Properties:  
 Yes  No  <sup>(8)</sup>
- (b) If the answer to the above is “yes”, then the particulars of the interest must be specified in Schedule 4 to this Agreement.
- (c) The person signing this Agreement on behalf of the Agent shall as soon as is practicable disclose in writing to the Tenant any interest referred to in paragraph (a) above that may arise during the Validity Period.

**6. Acknowledgement by Tenant**

The Tenant acknowledges that the Tenant has -

- (a) read and understood the terms of this Agreement; and
- (b) received all relevant Leasing Information Forms required to be provided under clause 4 of this Agreement which the Tenant has not expressly waived his right to receive.

**7. Schedules**

The Schedules to this Agreement form part of this Agreement.

**8. Extra Terms [CAUTION: These extra terms cannot conflict with or limit the other terms of this Agreement] :** \_\_\_\_\_

Signature of the Tenant:

Signature of the estate agent/salesperson signing for and on behalf of the Agent:

Hong Kong identity card(s) number(s):  
(if applicable)

Name and licence number of the signatory:

Where the Tenant is a company, please state:

Name of the Signatory:

Number of Agent's statement of particulars of business:

Position of the Signatory:

Business Registration Certificate number of the Tenant:

Address:

Address:

Telephone number:  
Fax number:  
Date:

Telephone number:  
Fax number:  
Date:

[CAUTION: Immediately after this Agreement has been signed, the Tenant must be given the original or a copy of this Agreement as signed.]

**Schedule 1**

**Properties**

Properties	Date of inspection (please specify if Tenant agrees not to inspect)	Tenant waives his right to receive Leasing Information Forms (Tick relevant box)	Agency Relationship (Tick relevant box and delete whichever is inappropriate)	Amount or rate of commission to be paid by landlord, if applicable	Amount or rate of commission to be paid by Tenant	Signature of Tenant*
(a)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(b)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(c)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(d)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(e)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(f)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(g)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(h)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(i)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			

\* The Tenant must sign separately for each property listed.

**Schedule 2**

**Duties of Agent**

The Agent shall -

- (a) obtain information in relation to the Properties for the Tenant;
- (b) arrange for the Tenant to inspect the Properties if requested to do so by the Tenant;
- (c) conduct negotiation and submit all offers to the landlords of the Properties as instructed by the Tenant; and
- (d) assist the Tenant in entering into a binding lease with the landlord of any one or more of the Properties.

**Schedule 3**

**Commission to be Paid by Tenant**

1. Subject to sections 2 and 5 of this Schedule, if during the Validity Period the Tenant through the Agent enters into a binding lease with the landlord in respect of one or more of the Properties then the Tenant is liable to pay the Agent commission:
  - <sup>(8)</sup> upon the signing of the lease.
  - <sup>(8)</sup> upon the commencement of the tenancy as specified in the lease.
2. Subject to section 3 of this Schedule, the Tenant shall have no obligation to pay any commission to the Agent if commencement of the binding lease falls through without fault on the part of the Tenant and, in such case, if the commission has already been paid it shall be refunded by the Agent to the Tenant as soon as is practicable and in any case not later than 5 working days from the commencement date of the lease with interest/without interest<sup>(1)</sup>.
3. The commission shall become payable to the Agent in the case of mutual cancellation of the binding lease not arising from any provisions of the lease.
4. The Tenant is not liable to pay any commission to other estate agents with whom the Agent co-operates for the purpose of renting any one or more of the Properties.
5. Subject to sections 2, 3 and 4 of this Schedule, the Tenant is also liable to pay to the Agent as commission for services rendered with regard to the property concerned if the Tenant or the spouse, or any nominee, undisclosed principal or agent of the Tenant enters into a binding lease with the landlord of any one or more of the Properties during the Validity Period whether through the Agent or otherwise.

**Schedule 4**

**Interests in Properties**

In accordance with clause 5 of this Agreement, particulars of the pecuniary or other beneficial interests<sup>(7)</sup> in respect of one or more of the Properties are as follows:

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**Schedule 5**

**Explanatory Notes**

- (1) This means delete whichever is inappropriate. All deletions must be initialled.
- (2) Enter the name of the estate agency business entity concerned in clause 1 of this Agreement.
- (3) Single agency - this means the Agent acts for the Tenant only.  
Dual agency - this means the Agent acts for both the Tenant and the landlord of a property listed in Schedule 1 to this Agreement.  
Potentially dual agency - this means the Agent acts for the Tenant only but may also act for the landlord of a property listed in Schedule 1 to this Agreement at a later stage.
- (4) The amount or rate of commission is negotiable between the Tenant and the Agent.
- (5) Specified relative - this means the spouse, parent, child, brother or sister.
- (6) Substantial shareholder - this means a person who is entitled to exercise or control the exercise of 10% or more of the voting power at any general meeting of the Agent.
- (7) Having a pecuniary or other beneficial interest includes -
  - (a) being a member of a company or any other body which has a pecuniary or other beneficial interest in respect of the Properties;
  - (b) being in partnership with or is in the employment of a person who has a pecuniary or other beneficial interest in respect of the Properties; or
  - (c) being a party to any arrangement or agreement (whether enforceable or not) concerning the Properties.

(8) Tick the relevant box."

## INTERPRETATION AND GENERAL CLAUSES ORDINANCE

### RESOLUTION

(Under section 34(2) of the Interpretation and General Clauses Ordinance (Cap. 1))

### ESTATE AGENTS (DETERMINATION OF COMMISSION DISPUTES) REGULATION

RESOLVED that the Estate Agents (Determination of Commission Disputes) Regulation, published as Legal Notice No. 125 of 1999 and laid on the table of the Legislative Council on 26 May 1999, be amended, in section 16(1) -

- (a) by repealing "10 working days" and substituting "7 working days"; and
- (b) in paragraph (a), by repealing "and addresses".